900250923 03/29/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		03/29/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Hollywood Theaters, Inc.	
Street Address:	919 Southwest Taylor Street, Suite 800	
City:	Portland	
State/Country:	OREGON	
Postal Code:	97205	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2262226	HOLLYWOOD THEATERS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Email: jmoore2@hunton.com Correspondent Name: Jason P. Moore

Address Line 1: 600 Peachtree Street, NE Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	64504.60	
NAME OF SUBMITTER:	Jason P. Moore	
Signature:	/Jason P. Moore/	
Date:	03/29/2013	

Total Attachments: 3

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REEL: 004994 FRAME: 0678

TRADEMARK

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of March 29, 2013 ("Effective Date") by General Electric Capital Corporation, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Trademark Security Agreement), in favor of Hollywood Theaters, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Collateral Agent dated December 17, 2009 (the "Trademark Security Agreement"), Grantor mortgaged, pledged and hypothecated to the Collateral Agent for the benefit of the Secured Parties (as defined therein) and granted to Collateral Agent a Lien (as defined therein) on and security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, in each case, together with the goodwill associated therewith;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") at Reel/Frame 4116/0177; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Collateral Agent and Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all mortgage interests, pledges, hypothecation, Liens, or security interests in, upon or against the Trademark Collateral, including but not limited to the United States trademark registrations set forth on Schedule A attached hereto, in each case, together with the goodwill associated therewith.

Collateral Agent represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral.

Collateral Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

General Electric Capital Corporation,

as Collateral Agent

By:

Name: Steven J. Heise Title: Duly Authorized Signatory

> TRADEMARK REEL: 004994 FRAME: 0680

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2262226	7/20/1999	HOLLYWOOD THEATERS and Design